

hydrotesting and displacement purposes); and (2) the right to erect, install, maintain, operate, repair, renew, add to and remove telephone, cable or power lines and appurtenances thereof on a single line of poles or underground (said pipelines and telephone and power lines collectively hereinafter referred to as "said Structures"), together with the right of ingress to and egress from the same, in, under, along and across that certain real property (hereinafter referred to as "said Premises") situate in the County of Multnomah, State of Oregon, said Premises being described in Exhibit "A," attached hereto and made a part hereof. Said Structures shall be located within Grantor's land as shown in said Exhibit "B."

Grantor and Grantee agree to abide by the terms and conditions of this Easement, as follows:

1. This Easement is executed by Grantor and Grantee subject to all prior conditions, limitations, restrictions, liens, encumbrances or interests, including prior easements granted by Grantor to third parties, if any, of whatsoever nature affecting said Premises or any portion thereof which are of record or observable from a physical inspection of said Premises or known to Grantee as of the date hereof. Grantor conveys this Easement to Grantee hereunder on an "as is" basis; and Grantee accepts this Easement in such condition.
2. Grantee shall and will construct, reconstruct, maintain and operate said Structures so as not to interfere with any existing pipe line or lines, power lines, telephone lines or other structures on said Premises, or obstruct the use and enjoyment of said Premises by Grantor.
3. Grantee, in the exercise of the rights herein referred to, agrees to comply with all special requests and instruction as specified by Grantor together with all Federal, state and local laws applicable to the use, ownership or operation of said Structures for the safety and protection of Grantor's personnel and property in the immediate area. This includes, but is not limited to, the requirement of Grantee to not do, or permit to be done, any welding or operations involving sparks or flame within a distance of three hundred feet (300') from any oil or gas well, or oil, gas or gasoline container, or place of discharge to atmosphere of oil, gas or gasoline, whether located on the Premises or on adjacent lands, without the prior written consent of the Grantor, which consent shall not be unreasonably withheld, and then only subject to and in accordance with the provisions hereof and such other conditions which may be expressed in said consent. Upon written request from Grantor, Grantee

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agrees to provide Grantor with design specifications and construction "as-built" drawings of said Structures upon the completion of any future reconstruction, installation and/or relocation.

4. Grantee shall bury said pipelines so that they will pass beneath previously laid pipelines which they may cross, and so that they will be at all points at least thirty-six (36) inches below the surface of the ground, and shall promptly and properly backfill all excavations made by or for Grantee on said Premises. Grantee shall ascertain and plainly mark before any excavations are made and during all times that work is being performed the exact location of all pipelines or other facilities which may be below the surface of the ground or otherwise not visible. Grantee shall mark the location of all below-grade portions of the Structures with suitable markers, but said markers shall be placed in locations which will not interfere with any reasonable use Grantor shall make of the Premises.
5. Grantee, at its sole risk and expense, shall do all things necessary to assure that said Structures which it constructs hereunder will not be damaged by, and hereby waives all claims for damage to said Structures resulting from, electrolysis or similar action resulting from or connected with Grantor's operation of any existing or future cathodic protection system on or in the vicinity of said Premises. Grantee, at its sole expense, shall comply with all laws, rules and regulations of all governmental entities having or asserting jurisdiction over Grantee, its use of the Premises, and anything constructed by Grantee on, over or under the Premises and thereafter existing on, over or under the Premises, including but not limited to any Department of Transportation rules and regulations.
6. In the event that Grantor, at the request of Grantee or any agent or contractor of Grantee, or for the protection of Grantee's property and operations, does any work, furnishes any material, or incurs any expenses whatsoever on account of the excavation for, construction, any reconstruction, maintenance, repair, change of location, removal of said Structures or otherwise, Grantee shall reimburse Grantor for the cost thereof within thirty (30) days following the transmittal of Grantor's invoice to Grantee for said costs, except those costs associated with initial construction as proposed in that certain Letter dated December 14, 1994, by and between Grantor and Grantee and that certain Connection Agreement dated April 19 1996, by and between Shell Oil Company and Grantee.

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recording of said notice, be conclusive evidence against Grantee and all parties claiming under Grantee of the termination of the rights herein given.

12. Grantee and its employees and agents, at any and all times when necessary, shall have free access to said Structures constructed hereunder, over such reasonable route as Grantor may designate or approve, for the purpose of exercising the rights hereby granted.
13. Grantee shall and will pay, before the same become delinquent, all taxes, charges, rates and assessments levied or assessed by any governmental authority upon or against said Structures and materials placed by it upon said Premises, but Grantor may, at all times after any delinquency, pay and discharge any or all or said delinquent taxes, charges, rates and assessments, and all such payments so made by Grantor, with interest thereon, at the rate of ten percent (10%) per annum, from date of payment, will be paid by Grantee upon demand. The amount of such payments and interest shall be a charge and lien against all Structures and materials placed by Grantee, or placed on Grantee's behalf, on said Premises; and in case of a suit, after said demand, to enforce or collect the same, said Grantee agrees to pay Grantor, in addition to said tax and interest, a reasonable attorney's fee to be fixed and allowed by the court.
14. Grantee shall be responsible for, and shall pay the party or parties entitled to payment for, any damage (including environmental damage) to or loss of property (including crops), or injury to or death of any person, that directly or indirectly may be caused by or arise or result from the exercise or enjoyment of any of the rights herein referred to. Such damage or loss, if suffered by Grantor or its affiliates or subsidiaries, and if not mutually agreed upon, shall be ascertained and determined by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Within fifteen (15) days after commencement of arbitration, Grantor shall select one person to act as arbitrator, Grantee shall select one person to act as arbitrator; and the two selected shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the Grantor and the Grantee are unable or fail to agree upon a third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. The award of such three arbitrators, or any two of them, shall be final and conclusive. Unless otherwise agreed to by the Grantee and the Grantor, the award shall be rendered not later than fourteen (14) days from the date of the closing of the arbitration hearing. The arbitration proceeding shall be conducted in Portland, Oregon, or in such other place as may be selected by mutual agreement.

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18. Grantee hereby recognizes Grantor's title and interest in and to said Premises and agrees never to assail or resist Grantor's title of interest therein.
19. Except as otherwise provided herein, the terms and conditions of this agreement shall inure to the benefit of and be binding upon the heirs, administrators, successors and assigns of the respective parties hereto.
20. This document may be executed in counterparts. All counterparts so executed shall constitute one document, binding on all parties, even though all parties are not signatory to the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

GRANTOR
GATX TERMINALS CORPORATION

GRANTEE
CHEVRON PIPE LINE COMPANY

By: Anthony J. Andreucci
Title: SR. VP

By: Benny L. Lehman
Title: Right-of-Way Specialist

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EXHIBIT "A"

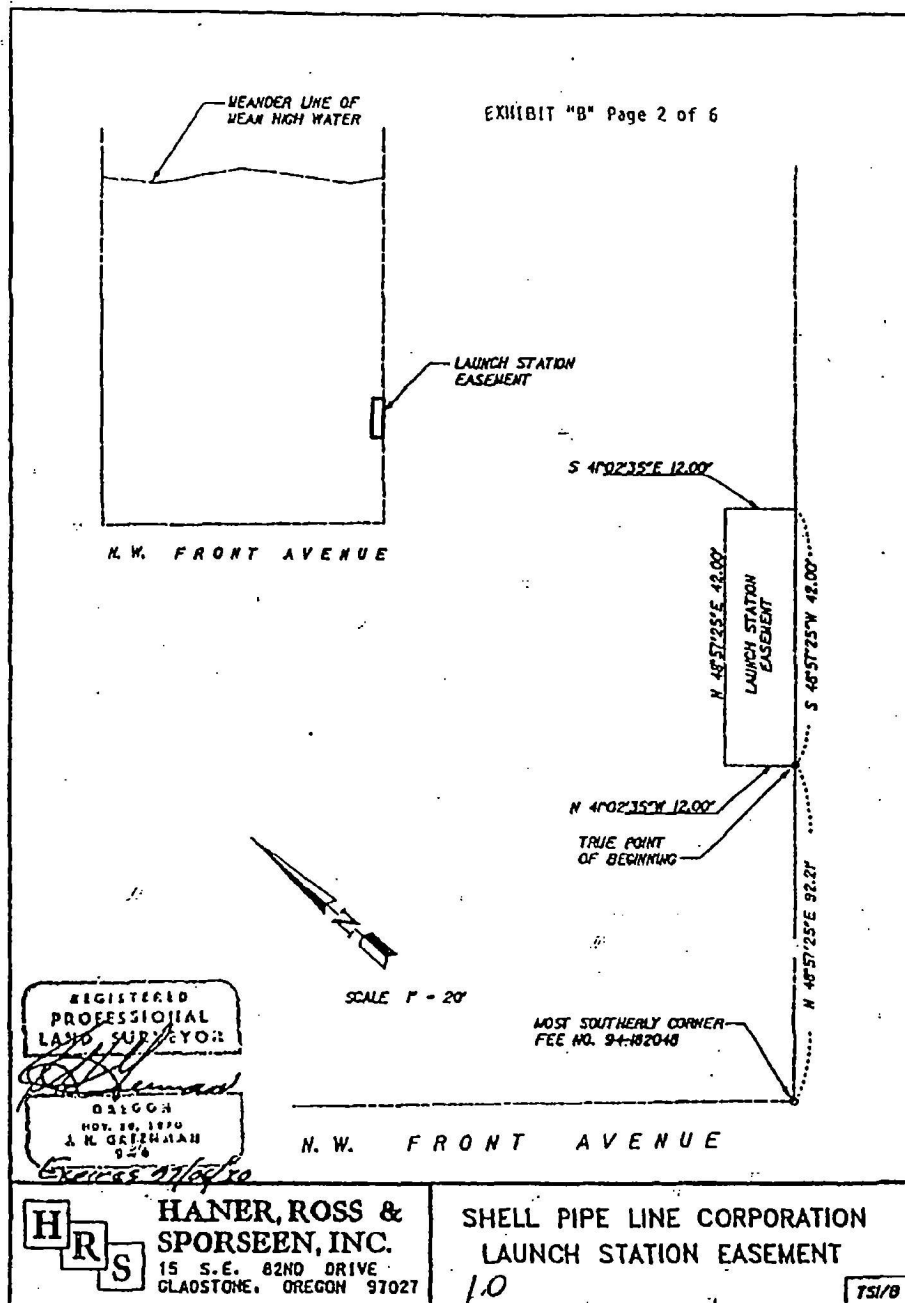
A parcel of land located in Section 16, Township 1 North, Range 1 East, of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Commencing at an iron pipe in the boundary line between the Milton Doane and the Geo. Kittredge Donation Land Claim, set by Earl A. Marshall as the initial point of a survey for the location of North Front Avenue and Doane Avenue; said point being North $31^{\circ}15'00''$ East, a distance of 1,611.98 feet from an angle point in said boundary line; thence continuing North $31^{\circ}15'00''$ East, a distance of 104.60 feet to a point in the Northeastery right of way line of North Front Avenue; thence North $41^{\circ}42'10''$ West along the Northeastery right of way line of North Front Avenue, 463.29 feet to the true point of beginning; thence continuing North $41^{\circ}42'10''$ West along the Northeastery right of way line of North Front Avenue 310.00 feet; thence North $48^{\circ}57'25''$ East leaving the Northeastery right of way line of North Front Avenue 374.59 feet to a point on the mean high water line of the Willamette River; thence tracing the mean high water line of the Willamette River upstream the following courses: South $30^{\circ}59'09''$ East, a distance of 7.75 feet, South $35^{\circ}17'18''$ East, a distance of 51.75 feet, South $51^{\circ}02'10''$ East, a distance of 42.72 feet, South $51^{\circ}14'22''$ East, a distance of 63.13 feet, South $34^{\circ}25'56''$ East, a distance of 63.11 feet, South $32^{\circ}37'09''$ East, a distance of 68.81 feet, South $52^{\circ}20'24''$ East, a distance of 35.01 feet, South $67^{\circ}41'24''$ East, a distance of 1.97 feet; thence South $48^{\circ}57'25''$ West leaving the mean high water line of the Willamette River 373.39 feet to a point on the Northeastery right of way line of North Front Avenue and the true point of beginning.

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EXHIBIT "B" Page 2 of 6



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HANER, ROSS & SPORSEEN, INC.

ENGINEERS

CONSULTANTS

SURVEYORS

15 S.E. 82ND DR.
GLADSTONE, OREGON 97027
657-1384

REGISTERED ENGINEERS



MEMBER

EXHIBIT "B" Page 5 of 6

File: 751/B
April 19, 1996

LEGAL DESCRIPTION

for

CARRIER PIPELINE EASEMENT

A easement one rod wide, under, on and over a parcel of land located in Section 18, Township 1 North, Range 1 East, Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, lying 8.25 feet each side of the following described centerline:

Commencing at an iron pipe in the boundary between the Milton Doane and the Geo. Kitteridge Donation Land Claim, set by Earl A. Marshall as the initial point of a survey for the location of North West Front Avenue and Doane Avenue; said point being North 31° 15' 00" East, a distance of 1,611.95 feet from an angle point in said boundary line; thence continuing North 31° 15' 00" East, a distance of 104.60 feet to a point on the North-easterly right-of-way of North West Front Avenue; thence North 41° 42' 10" West along the Northeasterly right-of-way of North West Front Avenue, 463.39 feet to a point, said point being the most southerly corner of that tract of land recorded as Recorder's Number 94-182048, Multnomah County Records; thence North 48° 57' 25" East, leaving the Northeasterly right-of-way of North West Front Avenue and proceeding along the boundary of said tract, a distance of 321.42 feet to a point, said point being the True Point of Beginning of this easement;

Thence North 41° 16' 42" West, a distance of 309.98 feet to a point, said point being North 48° 57' 25" East, a distance of 323.72 feet along the Northwesterly boundary of that tract of land recorded as Recorder's Number 94-182048, Multnomah County Records from the Northeasterly right-of-way of North West Front Avenue. The side lines of said one rod wide easement shall be extended or shortened to meet at angle points.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

A. H. Greenman
OREGON
NOV. 20, 1970
A. H. GREENMAN
946

Expires 9/10/90

• INDUSTRIAL WASTE TREATMENT
• INDUSTRIAL SITE DEVELOPMENT

• MUNICIPAL UTILITIES
• IRRIGATION & WATER CONTROL

• HYDROELECTRIC DEVELOPMENTS
• PORT & HARBOR DEVELOPMENTS

• ROADS & RAILWAYS
• REPORTS & VALUATIONS

MAY 9, 1996

EXHIBIT "B" Page 6 of 6

MEANDER LINE OF
MEAN HIGH WATER

CARRIER PIPE LINE

S 41°16'42"E
309.98'

CARRIER PIPE LINE
EASEMENT

TRUE POINT
OF BEGINNING

N 45°12'25"E
321.42'

N 45°12'25"E
321.42'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
NOV. 20, 1990
J. H. GREENMAN
548

Expires 97/06/30

SCALE 1" = 50'

N. W. FRONT AVENUE

WEST SOUTHERLY CORNER
FEE NO. 94-182048



HANER, ROSS &
SPORSEEN, INC.
15 S.E. 82ND DRIVE
GLADSTONE, OREGON 97027

SHELL PIPE LINE CORPORATION
CARRIER PIPE LINE EASEMENT

751/8

MAY 9, 1996